



Loudoun County, Virginia

INVITATION FOR BID

Construction of Purcellville Fire and Rescue Station

ACCEPTANCE DATE: Prior to 4:00 p.m., November 15, 2007 "Local Verizon time"

IFB NUMBER: QQ-01365

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

A Pre-Bid Conference will be held on October 31, 2007 at 10:00 a.m. in the Lovettsville Room of the County Government Center, 1 Harrison Street, SE, 1st Floor, in Leesburg, Virginia for clarification of any questions on the drawings, specifications and site conditions.

Plans and specifications CDs, and bid forms may be picked up at the Division of Procurement at the address above between the hours of 9:00 a.m. and 5:00 p.m. weekdays or call (703) 777-0403. The cost of each CD is \$30.00 (non-refundable).

Requests for information related to this Invitation should be directed to:

Donald R. Legg, CPPO
Acting Purchasing Agent
(703) 777-0566

Email address: dlegg@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/purchasing

Issue Date: October 18, 2007

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

INVITATION FOR BID

Purcellville Fire and Rescue Station

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Authorized By: Donald R. Legg CPPO /s/
Acting Purchasing Agent

Date: October 18, 2007

Purcellville Fire and Rescue Station

1.0 PURPOSE

The Intent of this Invitation for Bid is to obtain the services of a qualified general contractor to construct the Purcellville Fire and Rescue Station Located at Hirst Road and North Maple Ave., Purcellville, Loudoun County Virginia. In the fall of 2003, Loudoun County voters endorsed bond referenda that included funding for the design and construction of a public safety station to be located in the Purcellville area. This Project proposes facilities construction at a 6.03 acre site in the aforementioned area. This Facility has been annexed into the Town of Purcellville and will have public sewer and water facilities.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

3.0 SPECIFICATIONS

The work to be performed as a result of this Invitation for Bid shall be in accordance with the plans and specifications prepared by Huges Group Architects, Inc.

4.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than ten (10) working days prior to the bid opening, request clarification from the County, who will issue a written addendum. Failure to request such a clarification is a waiver of any claim by the bidder for expenses made necessary by reason of later interpretation of the contract requirements by the County.

5.0 LICENSE REQUIREMENT

All firms doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.0 PAYMENT OF TAXES

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the successful Contractor prior to the award of any contract renewal.

7.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

8.0 ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

9.0 Employment Discrimination by Contractors Prohibited

Every contract of over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10.0 DRUG-FREE WORKPLACE

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

11.0 FAITH-BASED ORGANIZATIONS

Loudoun County does not discriminate against faith-based organizations.

12.0 APPLICABLE LAWS/FORUM

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

13.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS

The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:

- (a) a performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. The bond shall be in an amount equal to 100% of the price specified in the contract; and
- (b) a payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is

actually used at the site. The bond shall be in an amount equal to 100% of the price specified in the contract.

- (c) a prime contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to 100% of the contract with such subcontractor.

14.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

15.0 CONSTRUCTION CONTRACT RETAINAGES

The contractor shall be paid ninety-five percent of the earned sum when payment is due, with not more than five percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract, which provides for similar progress payments, shall be subject to the same limitations.

16.0 Escrow Account for Retained Funds

Provided the Bid price exceeds \$200,000.00 and subject to the provisions of Section 2.2-4334 of the Virginia Public Procurement Act, the Bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by the County, and may request use of this option by so indicating in the space provided on the Bid Form. If the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in this Bid proposal shall be executed by the Contractor and submitted to the Purchasing Agent within 15 calendar days of notification by the County that its Bid has been accepted. If the "Escrow Agreement" is not submitted within the 15 day period, the Contractor shall forfeit such rights to the use of the escrow account procedure.

In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an Escrow Agreement form and submit same to the County for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and an executed escrow agreement will be authority for the County Administrator, or his designee, to make payment of retained funds to the escrow agent. After approving the Escrow Agreement, the County will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent.

The escrow agent may, in accordance with stipulations contained in the escrow

agreement, invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final pay application is released for payment, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County Administrator, or his designee. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from the Contractor or in the event of default.

17.0 INSTRUCTIONS TO BIDDERS

17.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.

17.2 Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by 5:00 p.m. June 11, 2007. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

17.3 Inspection of Site

All bidders must make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will result in disqualification of bids. Inspections may be arranged by contacting Bill Clark @ (703) 737-8822.

17.4 Firm pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date.

17.5 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the

Virginia Freedom of Information Act; however, **the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.**

Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material"

17.6 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

17.7 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction contract may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

17.8 Subcontractors

The County reserves the right to reject the successful bidder's selection of subcontractors. Failure to include this list shall be ample cause for rejection of bid as non-responsive.

17.9 References

All bidders shall include, with their bids, a list of four (4) references for whom comparable work has been performed. The County views the following types of work as comparable work. Bidders shall:

- Provide a list of a minimum of four projects completed within the last ten years involving additions and renovations of historically significant properties of the size and complexity of the proposed project. Projects must be a minimum of fifty (50) years old, or older, to establish competence. Lists to include names and addresses of

projects, and names, addresses and current phone numbers of architects and owners.

- Provide a minimum of two 3"x5" color photographs of each project listed as examples for General Contractor's work. Provide at least one exterior and one interior photograph that demonstrate craftsmanship and skills similar to the proposed project
- Provide written statement that subcontractors employed for the proposed project will comply with Quality Assurance requirements stipulated in the Contract. Subcontractor's qualification data shall be provided after Award of Bid during project submittals.

Failure to include references may be ample cause for rejection of bid as non-responsive.

17.10 License Requirement

All firms doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue telephone (703) 777-0260. The BPOL license number must be indicated on the pricing page of this Invitation for Bid.

17.11 Payment of Taxes

All bidders located or owning property in Loudoun County shall assure that all real and personal property taxes are paid prior to submitting a bid.

The County will verify payment of all real and personal property taxes by the successful bidder prior to the award of any contract.

17.12 Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by County of Loudoun on request. This exemption does not include materials purchased and used by a contractor for a construction project.

17.13 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

17.14 Rights of County

The County reserves the right to accept or reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

17.15 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

17.16 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services and construction shall give preference to goods, services and construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

17.17 Anti-Trust Violations

Consistent and continued tie bidding could cause rejection of bids by the Division of Procurement and/or investigation for Anti-Trust violations.

17.18 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder on the base bid plus the bid alternate, up to the allocated funding for this Work.. The Base Bid and Add Alternate shall be bid for the bid to be considered responsive.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

17.19 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

17.20 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/purchasing) and on the bulletin board located in the Division of Purchasing, 4th floor, 1 Harrison St, SE, Leesburg, 20175.

17.21 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

17.22 Construction Contract Bid Security

Bid security is required for this project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least 5% of the amount of the bid.

17.23 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If

approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

17.24 Debarment

By submitting a bid, the bidder is certifying that he is not currently debarred by the County. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

17.25 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), P.O. Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.



Loudoun County, Virginia

Division of Purchasing
One Harrison Street, 4th Floor
P.O. Box 7000
Leesburg, Virginia 20177-7000

Purcellville Fire and Rescue Station

The firm of _____
(Insert name and address) hereby offers to achieve substantial completion of the Purcellville Fire and Rescue Station construction in accordance with this Invitation for Bid within eleven (11) months after Notice of Award..

Base Bid

Construction of the Purcellville Fire and Rescue Station Lump Sum \$ _____

Bid Alternate #1: add epoxy floor material at concrete bay area \$ _____

Bidders shall provide the attached Schedule of Values for the base bid only within three (3) business days after notification from the County.

Attention bidders: Do not take any exceptions or make any qualifications to your bid.

Bidder shall indicate below its intended use, or nonuse of the escrow provisions available:

I **DO** _____ OR I **DO NOT** _____ WISH TO USE THE ESCROW ACCOUNT FOR RETAINED FUNDS AS PROVIDED FOR IN THIS BID DOCUMENT.

The following shall be returned with your bid. Failure to do so may be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addenda.

Item:	Included: (X)
1. References (per Section 17.9)	_____
2. Addenda, if any.	_____
3. BPOL number (Section 5.0):	_____
4. FEI number (Tax ID #)	_____
5. Payment Terms (Select one):	_____ net 30 or _____ Other
7. Contractor license number:	_____
7. Bid Bond (17.22)	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Firm (17.6): _____

Signature: _____ Date: _____

Address: _____

References for: _____
(Name of Bidder)

Bidders shall provide references on this form. Attach photographs and other requested information.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

Please take the time to mark the appropriate line and return with either your bid or no bid.

- | | |
|--|---|
| <input type="checkbox"/> Associated Builders & Contractors | <input type="checkbox"/> Loudoun Co Small Business Development Center |
| <input type="checkbox"/> Bid Net | <input type="checkbox"/> Loudoun Times Mirror |
| <input type="checkbox"/> Builder's Exchange of Virginia | <input type="checkbox"/> Our Web Site |
| <input type="checkbox"/> Construction Market Data | <input type="checkbox"/> NIGP |
| <input type="checkbox"/> Direct Mail from Loudoun County | <input type="checkbox"/> The Plan Room |
| <input type="checkbox"/> Dodge Reports | <input type="checkbox"/> Valley Construction News |
| <input type="checkbox"/> LS Caldwell & Associates | <input type="checkbox"/> Virginia Business Opportunities |
| <input type="checkbox"/> Loudoun Co Chamber of Commerce | <input type="checkbox"/> VA Dept. of Minority Business Enterprises |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> RAPID |

SERVICE RESPONSE CARD

QQ-00

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Purchasing staff? ☐

How would you rate the manner in which you were treated by the Purchasing staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Management Services •
PO Box 7000 • Leesburg, VA 20177**

Purcellville Fire and Rescue Station

**SCHEDULE OF VALUES –(BASE BID ONLY) TO BE PROVIDED WITHIN
THREE (3) BUSINESS DAYS AFTER NOTIFICATION FROM THE COUNTY.**

CSI DIVISION SUMMARY	SUBTOTAL
GENERAL REQUIREMENTS	\$
SITE CONSTRUCTION	\$
CONCRETE	\$
MASONRY	\$
METALS	\$
WOOD AND PLASTICS	\$
THERMAL AND MOISTURE PROTECTION	\$
DOORS AND WINDOWS	\$
FINISHES	\$
SPECIALTIES	\$
EQUIPMENT	\$
FURNISHINGS	\$
CONVEYING SYSTEMS	\$
MECHANICAL	\$
ELECTRICAL	\$
VOICE AND DATA	\$
	TOTAL
<i>Note: CSI Division TOTAL shall equal Lump Sum cost in section 19.0 of Invitation to Bid.</i>	\$

Purcellville Fire and Rescue Station

Section 01270 - Unit Prices and Cost Items - Schedule of Values Form To be returned with Bid Form

ITEM #	UNIT PRICES	SUBTOTAL
1	Earth Excavation – Machine	\$ cubic yard
2	Earth Excavation – Hand	\$ cubic yard
3	Trench excavation and soil removal	\$ cubic yard
4	Imported top soil (spread)	\$ cubic yard
5	Structural fill from off site including placement and compaction (95%)	\$ cubic yard
6	Removal and disposal off site of unusable material	\$ cubic yard
7	Rock Excavation	\$ cubic yard
8	(1) Duplex receptacle and associated wiring	\$ each
9	(1)) Data/communications receptacle and associated wiring	\$ each

THIS AGREEMENT for Additions and Renovations - Purcellville Fire and Rescue Station, herein after referred to as the "Project", executed in three (3) originals, effective this _ day of _____, 2007, is by and between Loudoun County, Virginia (herein referred to as the "Owner"), and _____ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the Owner and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

Attachment 1 – The County's Invitation for Bid No. QQ-01365 (which includes the General Conditions) dated _____, including any addenda.

Attachment 2 – The Contractor's bid dated _____.

Attachment 3 – The Contract Plans and Specifications, including any addenda.

Article 1

ARCHITECT/ENGINEER

1.1 The Architect/Engineer (hereinafter referred to as the "A/E and as defined in the General Conditions) shall be Huges Group Architects, whose address is 22630 Davis Drive, Sterling, Virginia 20164 provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its A/E and so advising the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

Article 2

TIME OF COMMENCEMENT AND COMPLETION

2.1 The Contractor shall commence the Work upon the date established in the Notice to Proceed.

2.2 Time is of the essence in this agreement.

2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions, within eleven months from Notice of Award. This time period shall be designated the Contract Time.

2.4 The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

ACTIVITY:

Substantial Completion / Certificate of Occupancy

DATE:

11 Months from Notice of Award

Completion of all punch list work

30 Days after Substantial Completion

2.5 The liquidated damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, shall be \$1,500.00 per day for each consecutive calendar day beyond the Contract Time.

2.6 The liquidated damages incurred by the Owner due to the Contractor's failure to complete each Milestone designated in Article 2.4 above, within the applicable interim Milestone date, shall be as hereinafter stated.

<u>Milestone</u>	<u>Liquidated Damages</u>
Substantial Completion of Project/OP	\$1,500.00 / Day
Completion of all punch list work	\$500.00 / Day

2.7 The amount of liquidated damages set forth in Articles 2.5 and 2.6 herein above shall be assessed cumulatively. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

Article 3

CONTRACT SUM

3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of _____ Dollars (\$_____) (herein referred to as the "Contract Sum").

Article 4

PROGRESS PAYMENTS

4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.6.3 of the General Conditions.

4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work he will deliver to the A/E a Pay Request Application in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and

Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 5

OTHER REQUIREMENTS

5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Guarantee Bond (as described in section 9.8.5.2 of the General Conditions) and Certification of Insurance as required by the Contract Documents.

Article 6

Entire Agreement and Severability

6.1 This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a Modification. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner, or any agent, consultant, or independent contractor employed by the Owner and any Subcontractor, Sub-subcontractor, supplier or vendor of the Contractor, but the Owner shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.

6.2 In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Witness the following signatures:

COUNTY OF LOUDOUN, VIRGINIA
Division of Procurement
1 Harrison Street, S.E.
P.O. Box 7000
Leesburg, Virginia 20177-7000
Phone: (703) 777-0403
Fax: (703) 771-5097

Contractor

Phone:
Fax:

By _____

By _____

Name Donald R. Legg

Name _____

Title Acting Purchasing Agent

Title _____

Date _____

Date _____

Owner-Contractor Agreement